

#281

AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON  
AND LUMBERTON TOWNSHIP POLICE OFFICERS  
ASSOCIATION

JANUARY 1 1996 - DECEMBER 31 1998

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**ARTICLE I:**      **RECOGNITION**

The Township hereby recognizes the Association of Lumberton Township Police Department Employees as the exclusive collective bargaining representative of all patrolmen and sergeants (uniformed and non-uniformed) employed by the Township of Lumberton, excluding all other police officers and non-police employees and all supervisors within the meaning of Chapter 123, Public Laws 1974.

**ARTICLE II:      MANAGEMENT RIGHTS**

A.   The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1.   To manage and control administratively the Township Government and its properties and facilities and the on the job activities of its employees;

2.   To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3.   To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B.   The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**ARTICLE III:    ASSOCIATION RIGHTS**

Pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws of 1974, the Township hereby agrees that every member of the negotiation unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiating unit in the enjoyment of any rights conferred by the above-mentioned statutes by any other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey or the United States Constitution; that it shall not discriminate against any members of the unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, his or her participation in any activities of the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement or otherwise, with respect to any terms and conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any member of the negotiating unit such rights as he or she may have under any of the above-mentioned statutes or constitutions, or any other applicable laws and regulations.

The rights granted to members of the unit hereunder shall be deemed to be in addition to those provided elsewhere.

When any member of the unit is required to appear before any disciplining officer appointed by the Township Committee, or any representative or agent of that Committee, concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any increments pertaining thereto, then he or she shall be given written prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview. Any suspension of any such employee pending charges shall be without pay.

(1) USE OF BUILDINGS AND EQUIPMENT

The Association and its representatives shall have the right to use a designated room in the Municipal Building at reasonable hours for meetings. The Township shall designate an individual or individuals who shall be notified by the Association in advance of the time and place of all such meetings. Time and place shall be mutually agreed upon should the initially requested time and place be inconvenient. The Association shall have the right to use facilities and equipment in that building, including typewriters, mimeographing machines, other duplicating equipment, and calculating machines, at reasonable times when such equipment is not otherwise in use. The cost of all materials and supplies incident to such use and for any repairs necessitated as a result

thereof shall be borne by the Association.

The Association shall have the exclusive use of a bulletin board purchased by the Association in the locker room in the Police Wing of the Municipal Building. The designation of such bulletin board shall be made by the Association. The selection of materials to be placed upon said bulletin board shall be the exclusive province of the Association. This bulletin board shall be used for matters strictly relating to the Association as bargaining agent, i.e., associational matters. Designation of the place of such board shall be made by the Township Committee.

(2) EXCLUSIVE RIGHTS:

The rights and privileges of the Association and its representative as set forth in this agreement shall be granted only to the Association, as the exclusive representative of the negotiating unit and to no other organizations.

#### ARTICLE IV: MODIFICATON

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

##### (1) FULLY BARGAIN PROVISIONS

This agreement represents and incorporates the complete and final understanding of settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, or whether or not, within the contemplation of either or both of the parties at the time they negotiated or signed the agreement.



#### ARTICLE V: SEPARABILITY

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE VI: GRIEVANCE PROCEDURE**

**A. Definition:**

A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this agreement; or a claimed violation, misinterpretation or improper application of the policies or administrative decisions affecting terms and conditions of employment.

**B. Aggrieved Person:**

An aggrieved person is the person or persons or the Association instituting the grievance.

**C. Party In Interest:**

A Party In Interest is the person or persons making the claim, and any person, including the Association or the Township Committee who might be required to take action, or against whom action might be taken, in order to resolve the claim.

**D. Purpose:**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

**E. Procedure:**

Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however,

be extended by mutual agreement.

An aggrieved employee shall institute action under the provisions hereof within six (6) months from the date of the occurrence complained of. Failure to act within said six (6) month period shall be deemed to constitute an abandonment of the grievance.

**F. Level One:**

Immediate Superior - A unit member with a grievance shall first discuss it with his immediate superior either directly or through the Association's designated representative with the objective of resolving the matter informally.

**G. Level Two:**

If the aggrieved is not satisfied with the disposition of his grievance at Level One or no decision has been rendered within seven (7) calendar days after the presentation of the grievance, a grievance may be filed in writing with the Association within (7) calendar days after the decision at Level One or fourteen (14) calendar days after the grievance is presented, whichever is sooner. Within seven (7) calendar days after the receipt of the grievance, the Association shall refer it to the Chief for decision.

**H. Level Three:**

If the aggrieved is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Chief, the aggrieved person, may within seven (7) calendar days

after a decision by the Chief, or twenty-one (21) calendar days after the grievance was delivered to the Chief, whichever is sooner, submit the grievance to the Public Safety Director of Lumberton Township.

If the aggrieved is not satisfied with the disposition of his grievance which shall be rendered within seven (7) calendar days after the presentation thereof to the Public Safety Director, the aggrieved may submit said grievance to the Township Committee of the Township of Lumberton.

**I. Level Four:**

The Township Committee shall review and consider the submitted grievance and shall issue a decision within fourteen (14) calendar days after receipt of this grievance.

**J. Level Five:**

If the aggrieved is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Township Committee, the aggrieved may request that the Association submit said grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit same to arbitration within twenty-one (21) calendar days after receipt of a request by the aggrieved.

Within fourteen (14) calendar days after such written notice of submission to arbitration, the Township and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the

parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State of New Jersey, Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the State of New Jersey, Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify, or subtract anything from the agreement between the parties.

The costs for the services of the Arbitrator shall be borne equally by the Association and the Township.

K. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of the Association or any other participant in the grievance procedure by reason of

such participation.

**L. Miscellaneous**

1. **Group Grievance** - If, in the judgment of the Association, a grievance affects a group or class of unit members, the Association may submit such grievance in writing to the Chief directly, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. **Written Decisions** - Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth each decision and the reasons therefore and shall be transmitted promptly to all parties in interest to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth above.

3. **Separate Grievance File** - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. **Forms** - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Chief and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. **Meetings and Hearings** - All meetings and hearings under

this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selective representatives heretofore referred to in this article.

## ARTICLE VII DURATION OF AGREEMENT

This agreement shall be in effect retroactively to January 1 1996 through December 31 1998. This agreement replaces the prior collective bargaining agreement which expired on December 31 1995. The subsequent agreement shall determine the rights and responsibilities of the parties for the agreement by and between the parties from January 1 1996 through December 31 1998.



## ARTICLE VIII

### SALARY

JANUARY 1 1996 - DECEMBER 31 1998

Effective January 1 1996, the base salary at each step of the 1995 salary guide shall be increased by 3.5 percent.

Effective January 1 1997, the base salary at each step of the 1996 salary guide shall be increased by 4 percent.

Effective January 1 1998, the base salary at each step of the 1997 salary guide shall be increased by 4 percent.

#### 1995 SALARY GUIDE

- A. 24,000.00 Recruit; an officer without New Jersey State certification.
- B. 28,000.00 Probational Patrolman; after graduation of the academy for one year
- C. 30,384.00 One year after probation
- D. 32,768.00 Second year after probation
- E. 36,152.00 Third year after probation
- F. 38,536.00 Fourth year after probation
- G. 40,920.00 Fifth year after probation
- H. 43,625.00 Sixth year after probation
- I. 46,902.12 Sergeant

1996 Sergeant - 1995 base + 3.5% (46,902.12+1641.50 = 48,543.62)

1997 Sergeant - 1996 base + 4.0% (48,543.62+1941.74 = 50,485.43)

1998 Sergeant - 1997 base + 4.0% (50,485.43+2019.41 = 52,504.84)

#### Top

1996 Patrolman - 1995 base + 3.5% (43,625.05+1677.88 = 45,151.92)

#### Top

1997 Patrolman - 1996 base + 4.0% (45,151.92+1806.07 = 46,957.99)

#### Top

1998 Patrolman - 1997 base + 4.0% (46,957.99+1878.31 = 48,836.30)

#### A. Definition of steps on Salary Guide

1. Sergeant: This pay grade shall consist of those officers who have been permanently promoted to the rank of Sergeant. This pay grade will be available upon date of rank attainment.

2. Patrolman 1st (Top): This rank and pay grade shall consist of those officers who have entered the third year of

of the patrolman step guide. Thereafter, patrolman 1st shall consist of those officers who have entered their sixth year of service in the rank of patrolman.

3. Patrolman 2nd: This rank and pay grade shall consist of those officers who have entered the fifth year of service in the rank of patrolman.

4. Patrolman 3rd: This rank and pay grade shall consist of those officers who have entered the fourth year of service in the rank of patrolman.

5. Patrolman 4th: This rank and pay grade shall consist of those officers who have entered the third year of service in the rank of patrolman.

6. Patrolman 5th: This rank and pay grade shall consist of those officers who have entered the second year of service in the rank of patrolman.

7. Patrolman 6th: This rank and pay grade shall consist of those officers who have entered their first year of service after their probationary period.

8. Probationary Patrolman: This rank and pay grade shall consist of those officers who enter the first year of service after graduation from the academy.

9. Recruit: An officer without New Jersey State certification.

B. The township shall purchase and maintain rechargeable flashlights for present and future members of the bargaining unit.

B. LONGEVITY INCREMENT:

Each employee represented by this agreement shall be eligible for longevity increments in addition to his/her base salary at the beginning of the sixth year of continuous employment with the Lumberton Township Police Department. The increments are to be paid in twelve (12) monthly installments.

LONGEVITY INCREMENTS SHALL BE PAYABLE AS FOLLOWS:

1. Sixth year	-	2% added to base salary
2. Seventh year	-	2% added to base salary
3. Eighth year	-	2.5% added to base salary
4. Ninth year	-	2.5% added to base salary
5. Tenth year	-	3% added to base salary
6. Eleventh year	-	3% added to base salary
7. Twelfth year	-	3.5% added to base salary
8. Thirteenth year	-	3.5% added to base salary
9. Fourteenth year	-	4% added to base salary
10. Fifteenth year	-	4% added to base salary
11. Sixteenth year	-	4.5% added to base salary
12. Seventeenth year	-	4.5% added to base salary
13. Eighteenth year	-	5% added to base salary
14. Nineteenth year	-	5% added to base salary
15. Twentieth year	-	6% added to base salary

Beginning with the twentieth and through the twenty fifth year of longevity with Lumberton Township, .5% will be added per year up to year twenty five.

C. Temporary Position:

Any patrolman placed in the position of supervisor of a shift due to the absence of the shift sergeant shall receive the sergeant's hourly rate for the assumed time period. This shall be considered officer in charge pay, to be paid to the member in his following pay period. If it becomes necessary for a patrolman to be called in for overtime and assume the supervisor's position, he/she shall receive the overtime rate plus the difference between his base salary rate and the sergeant's base hourly rate.

ARTICLE IX: TUITION SUPPLEMENTARY COMPENSATION

The township will pay supplementary compensation to members of the bargaining unit for credits completed with a course grade of "C" or better in courses approved by the Chief of Police. Such courses are to be taken at accredited institutions of higher education. Such compensation shall be at a rate of \$2.50 per credit completed to a maximum of \$50.00 per month to be added to the base monthly salary. Courses taken prior to the effective date of this agreement fall within the provisions of this article.

**ARTICLE X:       HOLIDAYS**

The Township has recognized the following holidays for Police Personnel:

1.    New Year's Day (January 1)
2.    Washington's Birthday
3.    Good Friday
4.    Memorial Day
5.    Independence Day (July 4)
6.    Labor Day
7.    Columbus Day
8.    Veteran's Day
9.    Thanksgiving Day
10.   Friday after Thanksgiving
11.   Christmas Day (December 25)
12.   Martin Luther King's Birthday
13.   Christmas Eve

For the purpose of this agreement, the holidays enumerated above shall mean the nationally recognized celebration date of said holiday. The Township and the Association mutually agree that any holiday which may be subsequently declared to be a National Holiday shall not be included in the Holiday Schedule set forth above, nor, shall any employees working on said day be entitled to pay at the holiday rate. Police Personnel appearing on the work schedule for the listed holidays, shall be paid at the rate of 1 1/2 times their base rate in addition to their base rate. For all others, payment

for that holiday shall be their base rate.

OVERTIME: Clarification re: Holidays

1. Members not scheduled for a contracted holiday shall receive an additional days wages at the straight hourly rate.

2. Members scheduled and working on a contracted holiday shall receive time and one half rate for the number of hours worked.

3. Members scheduled off on a contracted holiday and called in to work on the contracted holiday shall receive in addition to the additional days wages, time and one half hours for all hours worked.

EXAMPLE:

Not scheduled--Additional days wages. (84 Hours +12 = 96 hours in pay period.

Scheduled--Paid at time and one half rate. (84 hours+18 = 102 hours.

Overtime Holiday rate--In addition to additional days wages, include time and one half for shift worked. (84hours +12+18= 114 hours in period.

**ARTICLE XI: VACATIONS**

All members of the bargaining unit shall receive annual leave in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT</u>	<u>AMOUNT OF LEAVE</u>
0 through completion of 1st year	10 days
2 through completion of 5th year	15 days
6 through completion of 10th year	18 days
Beginning of 11th year	20 days

Annual leave may be accumulated for three years. Failure to use said accumulated leave within said three (3) year period shall constitute an abandonment of this leave. Any accumulated leave taken pursuant to this section shall be taken at such times as the Chief determines will not interfere with the efficient operation of the Department.

Annual leave shall be credited to the member on the first day of the first month of the year in which it will become due and may thereafter be taken to the extent of the credit and any prior accumulation not abandoned.

Any employee who is laid off, retired or separated from the service of the Employer prior to taking his vacation shall be compensation in cash for the unused vacation he has accumulated at the time of the separation, prorated over the year.

Vacation days shall be granted upon request and may not be denied unless the shift cannot be filled with an overtime officer.

## ARTICLE XII: SICK LEAVE

### A. REGULAR SICK LEAVE: ACCUMULATION

All members of the bargaining unit shall be entitled to sick leave at the rate of one day per month. Said rate shall apply to all employees employed from date of initial employment to completion of five years of service.

At the beginning of the sixth year of employment, a member shall be entitled to 1-1/2 days per month of employment.

Unused sick days shall be accumulated from year to year with no limit.

### B. ACCUMULATED SICK LEAVE REIMBURSEMENT

Each member shall be entitled to accumulate unused sick time from date of hire. The member shall be entitled to sell back the accumulated time at fifty percent of its value upon retirement with a maximum of \$12,500. For the purposes of this provision, the employee's average daily salary for the three years preceding his retirement shall be used to calculate the daily rate of pay to be renumerated upon retirement. A member who has exceeded the sick time bank cap of \$12,500, may request the buy back of sick time hours accumulated over the cap to a maximum of ten days per year, at the rate of fifty percent, at any time during the year, but the payment of such funds will be made during the first pay period of December. Any additional sick time accrued above the buy back figure will continue to be credited to the members sick time bank. Members who are currently over the cap shall have their cap set at their current level of accumulated sick time. This provision shall only apply to those members who are entitled to retirement pursuant to New Jersey Police Statutes and Regulations and shall not apply to those individuals discharged or leaving the service of Lumberton Township without being eligible for retirement.

Members currently above the \$12,500 cap:

Sgt. Louis Kanicki 17,157.21

Det. Marc Sano 15,717.01

Ptl. Ronald Tubertini 15,664.96

In the event of the death of a member prior to retirement, the reimbursement of sick leave shall be calculated as a death benefit to be paid to his estate.

One years notice must be given before retirement to the township by a member.



**C. INJURED IN THE LINE OF DUTY**

Sick leave shall not be charged against a member who is injured in the line of duty, provided that the member supplies a medical certificate substantiating that the injury requires an absence from work.

Employees disabled with job related injuries and unable to work will receive full pay from the Township and will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability management reserves the right at such times and under such circumstances as are reasonable to require a person covered under the provisions set forth herein to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's checks will cease unless the employee returns to work. This provision shall be for a period of six (6) months. The Township reserves the right to extend such period for an additional three (3) months for good cause.

**D. CARDIAC SICK TIME**

Any officer having a cardiac, either on or off duty, shall receive an additional 180 days of sick leave, which shall not be deducted from his regular sick leave. The officer shall also receive a full pay during this cardiac sick leave. The cardiac sick leave shall terminate when the officer's treating physician certifies that the officer is medically fit to return to duty. Prior to an officer's return to work after having suffered a

cardiac, he or she must submit a medical evaluation from his or her treating physician certifying that the officer is medically fit for duty.

Any officer on cardiac leave shall sign any and all authorizations or releases necessary to obtain medical records necessary for the Township's interests for monitoring and evaluating the officer's medical condition.

**E. MEDICAL CERTIFICATE**

If an officer is absent because of illness or sickness for more than three (3) consecutive working days, the Township may require a medical certificate certifying an officer's illness.

**FAMILY CARE**

A member shall be entitled to use sick time to care for his spouse or children when they become ill. However, such use of sick time shall be limited to ten (10) days per year and for no more than three (3) consecutive working days at a time, unless it is medically certified that the member's spouse or child illness requires that the member be at home to provide care and assistance. In the event that such a medical certificate is submitted, then the officer may utilize his or her accumulated sick time.

**PARENTING LEAVE**

Each member shall be entitled to five (5) working days off for maternity leave.

**ARTICLE XIII: OVERTIME**

The parties agree that for 1993 all time worked in excess of eighty (80) hours in a two (2) week pay period, shall be paid at the rate of one and one half (1 1/2) times hourly salary for the bargaining unit member involved.

However, beginning on January 1, 1994 this built-in overtime, based on the twelve (12) hour schedule utilized by the Police Department, shall be included in the base salary for the bargaining unit member involved. Overtime at one and one half (1 1/2) times of hourly salary rate shall only be paid for hours in excess of 84 hours during the schedule work period.

Overtime shall be paid at the same time as regular pay for the appropriate pay period.

## DETECTIVES

### ARTICLE XIV: OVERTIME

If the present work schedule for Detectives should change from its 40 hours per week (10 hour shift), which alternate Wednesdays and Fridays as days off, then the compensation in lieu of overtime shall be increased by 5%.

#### A. DETECTIVE SERGEANTS

Detective Sergeants shall receive 17% of his or her base salary in lieu of overtime to be paid in 12 monthly installments.

#### B. DETECTIVES

Detectives shall receive 14% of his or her base salary in lieu of overtime to be paid in 12 monthly installments.

If the present work schedule for Detectives should change from its 40 hour per week (10 hour shift) which alternate Wednesdays and Fridays as days off, then the compensation in lieu of overtime shall be increased by 5%.

The parties agree to the restructuring of the Detective's overtime compensation to provide for the inclusion of Detective's base salary in amount sufficient to permit the computation and accrual of pension benefits parallel to pension benefits received by a uniform officer of similar rank. Such negotiations shall commence at the time of the salary increase negotiations for 1994.

### SCHEDULED CHANGES:

A member shall be given 36 hours notice before any changes are made in his scheduled shift. If circumstances do not allow this

much prior notice, the member shall receive time and one half for the first day of the scheduled change.

MINIMUM PAY:

If a member is called in or is required to stay over the normal scheduled hours assigned, he will receive a minimum pay of two hours of time and one half his hourly rate.

ARTICLE XV: TRAFFIC OFFICER

The traffic officer shall work a ten hour shift, forty hour per week schedule with alternate Wednesdays and Fridays as days off, the same schedule as the detectives.

The traffic Officer shall receive fourteen percent of his/her salary in lieu of overtime to be paid in 12 monthly installments.

If the present work schedule for the Traffic Officer should change from its forty hour per week (10 hour shift) which alternates Wednesdays and Fridays as days off, then the compensation in lieu of overtime shall be increased by five percent.

The Traffic Officer shall be assigned a traffic vehicle which he/she shall use to and from the work place and to other assignments as set by mutual agreement between the Chief and the Traffic Officer. There will be no personal use of the traffic vehicle permitted.

The traffic officer shall be on call 24 hours per day 365 days per year. The traffic officer shall work four (4) high incidence holidays as determined by the Chief and shall be compensated with a day off from his preceding or succeeding shift. Nothing herein shall restrict the traffic officer's ability to utilize vacation, personal, compensatory or sick time. The traffic officer will not be on call if he/she is utilizing any of the above earned time off unless by mutual agreement with the chief.

ARTICLE XVI      COURT APPEARANCES:

All court appearances by bargaining unit members not occurring during scheduled working hours shall be paid for at a rate of one and one-half (1 1/2) times the hourly rate with a guarantee of two hours.

Should transportation outside of the Township be required to make the appearance at a court outside the Township, the bargaining unit member using his own vehicle shall receive compensation at the rate of .25 cents per mile, or at the going Township rate, or, at his option, may elect to use a car or vehicle supplied by the Township if such is available.

Payments for such appearances will be payable upon request. The Association agrees that prior to December 31 of each year all vouchers for court appearances and mileage shall be submitted to the Chief. Failure to do so shall constitute an abandonment of said expense.

ARTICLE XVII    PERSONAL LEAVE

Each member of the bargaining unit shall be entitled to five (5) days leave time per calendar year to be utilized for personal business. A personal day shall be granted upon request unless the shift falls short and cannot be filled with an overtime officer.

Unused personal leave days shall become sick days the following year.



#### ARTICLE XVIII: CLOTHING ALLOWANCE

Each member of the bargaining unit shall receive compensation as set forth below for the purpose of cleaning and maintaining uniforms. The compensation shall be paid by separate check during the first pay period of the year. Uniform shoes are to be purchased by the officer and the cost of same shall not be reimbursed in any other manner.

CALENDAR YEAR	COMPENSATION
1996	\$1250.00
1997	\$1250.00
1998	\$1250.00

The detectives shall receive an additional \$750.00 per year for the purchase of clothing, shoes and equipment and the township will supply the detectives a bullet proof vest to be worn at their discretion.

Each member shall be entitled to a personal property reimbursement of up to \$200.00 for personal belongings, either broken or stolen while in the course of duty.

#### CLOTHING MAINTENANCE

All Members shall be supplied with four winter shirts, four summer shirts and four pairs of pants upon being hired. All these items shall be new. Any clothing becoming unpresentable shall be replaced in a timely manner. The article of clothing shall be returned to the department upon receipt of the new product.

ARTICLE XIX : BEREAVEMENT LEAVE:

In the event of death in the immediate family, an allowance of up to five (5) working days shall be granted. "Immediate Family" shall be husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister or any member of the employee's immediate household.

An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee.

Bereavement leave may be extended by the use of personal and/or sick leave.

ARTICLE XXV: INSURANCE

All members of the bargaining unit shall receive on a non-contributory basis, Blue Cross, Blue Shield, Major Medical and Rider J. Health insurance, or the equivalent of equal benefits.

The Township shall provide a full family dental program of Delta Dental of New Jersey for all members of the bargaining unit, subject to the Township's ability to qualify for coverage under the guidelines of the Delta Dental Program of New Jersey, or equivalent of equal benefits.

SUPPLEMENT TO INSURANCE:

The Township shall supply to each member a prescription plan for the member and his family at the Rite Aid Pharmacy in the Lumberton Plaza. This plan consists of a zero dollar co-payment for generic brand products and a two dollar co-payment for name brand products. There shall be a limit not to exceed five hundred dollars per year.

ARTICLE XXI: IN SERVICE TRAINING

The Lieutenant shall post all schools that are available to the members of the department. Requests for attendance shall be made to the Lieutenant with final approval resting with the Chief.

SCHOOLS: A member attending a school shall be granted one day off for each day in school, day for day, providing attendance is on a scheduled day off and not while on paid shift time. On scheduled days working, the school time shall count as the full shift providing the school lasts past midday.

ARTICLE XXII    SAVINGS CLAUSE

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on effective date of the Agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Township in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefits existing prior to its effective date.

**ARTICLE XXIII: BREAKS**

All members shall be permitted to take their breaks anywhere within a five (5) mile radius of Police Headquarters.

While working the 12 hour shift, each member is to be entitled to two (2) hours of break which may be taken all at once or broken up into two (2) one hour breaks.

**ARTICLE XXIV: PERSONAL VEHICLES**

If it becomes necessary to use a member's personal vehicle he shall be compensated \$50.00 for such use. This use shall be approved by the Chief or Lieutenant and only when a Township vehicle is not available.

**ARTICLE XXV: SHIFT DIFFERENTIAL**

In recognition to the uniformed personnel, they shall receive 2 1/2 percent added to their base salary to be paid in twelve monthly installments to compensate shift differential.

**ARTICLE XXVI: SHIFTS**

Each member of the Association shall be assigned a scheduled shift at the beginning of each year of the contract and shall not be switched except the power shift officer who would work from 6:45 pm until 6:45 am when the Chief deems it necessary. The Patrol Division Primary schedule hours shall be from 7:45 am until 7:45 pm (day shift) and 7:45 pm until 7:45 am (night shift).

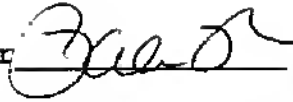
**ARTICLE XXVII: DETECTIVE VEHICLES**

Each Detective is assigned a vehicle which he shall use to and from the work place with limited personal use. This is to have guidelines to be set by a mutual agreement between the Chief and the Detectives.

**ARTICLE XXVIII: SAFETY COMMITTEE**

Three members of the Lumberton Township Police Association shall meet with the Public Safety Director and Deputy Director every three months to discuss health and welfare problems.

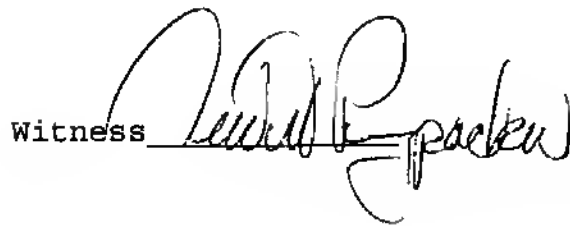
Patricia Rainier  
Township Clerk



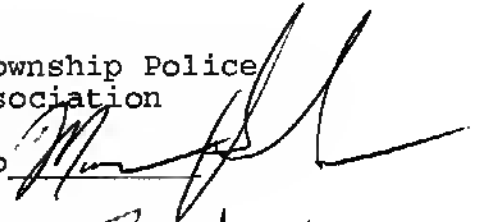
By Brian Parker  
Mayor



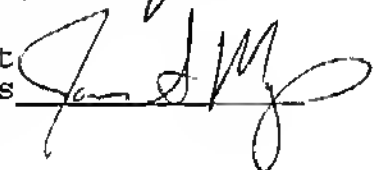
Witness



Lumberton Township Police  
Officers Association  
President  
Marc B. Sano



Vice-President  
James S. Myers



Dated:

8/10/16